

THE CONNECTICUT NATIONAL BANK
777 Main Street
Hartford, Connecticut 06115

203-728-4336

December 22, 1987

RECORDATION NO. 15324-C
FILED 11/23

DEC 22 1987 - 9 10 AM

INTERSTATE COMMERCE COMMISSION

Date 12-22-87

Fees \$ 10.00

ICC Washington, D. C.

Ms. Noreta R. McGee, Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue, N.W.
Washington, DC 20423

Dear Secretary:

I have enclosed an original and one counterpart of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document (the "Document") is:

Indenture Amendment Agreement, dated as of December 22, 1987, a Secondary document.

The Primary document to which this is connected is the Trust Indenture and Security Agreement dated as of October 8, 1987, which has been assigned recordation number 15324.

The names and addresses of the parties to the Document are as follows:

Owner (Debtor):

The Connecticut National Bank,
as owner trustee under the
Owner Trust Agreement,
dated as of October 8, 1987
777 Main Street
Hartford, CT 06115
Attention: Corporate Trust Administration

Indenture Trustee (Secured Party):

The Connecticut Bank and Trust Company,
National Association,
as indenture trustee under the Trust Indenture
and Security Agreement,
dated as of October 8, 1987
One Constitution Plaza
Hartford, CT 06115
Attention: Corporate Trust Department

A description of the equipment covered by the Document follows:

14 diesel-electric locomotives manufactured by the Electro-Motive Division of General Motors Corporation (the "Manufacturer") pursuant to the Agreement, dated September 25, 1986, as amended, between the Manufacturer and Massachusetts Bay Transportation Authority ("MBTA") and identified by MBTA vehicle identification numbers (and AAR designations) 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1059, 1060, 1061, 1062, 1063 and 1064.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Goulston & Storrs, 800 South Street, Waltham, MA 02154-1439, Attention: Hynrich W. Wieschhoff.

A short summary of the Document to appear as an addition to the index entry on this transaction follows:

Secondary Document. Indenture Amendment Agreement, between The Connecticut National Bank, as owner trustee under the Owner Trust Agreement, 777 Main Street, Hartford, CT 06115, as owner-lessor (debtor) (the "Owner"), and The Connecticut Bank and Trust Company, National Association, One Constitution Plaza, Hartford, CT 06115, as indenture trustee (secured party) (the "Indenture Trustee"), dated as of December 22, 1987, relating to certain amendments of the Trust Indenture and Security Agreement between the Owner and the Indenture Trustee, dated as of October 8, 1987, covering up to 18 diesel-electric locomotives manufactured by the Electro-Motive Division of General Motors Corporation, and Trust Indenture Supplement No. 1, dated as of October 8, 1987, between the Owner and the Indenture Trustee and Trust Indenture Supplement No. 2, dated as of November 2, 1987, between the Owner and the Indenture Trustee.

A short summary of the transaction of which the Document is a part follows:

The Document has been entered into in connection with a leveraged lease financing of certain diesel-electric locomotives as contemplated by the Participation

Agreement, dated as of October 8, 1987, among Massachusetts Bay Transportation Authority (the "Lessee"), The Connecticut National Bank, as owner trustee under the Owner Trust Agreement (the "Owner"), The Connecticut National Bank, in its individual capacity, General Motors Acceptance Corporation, Massachusetts Mutual Life Insurance Company and MML Pension Insurance Company (the "Original Noteholders") and The Connecticut Bank and Trust Company, National Association, as Indenture Trustee (the "Indenture Trustee"). Under such transaction, the Owner will lease up to 18 locomotives to the Lessee pursuant to the Lease Agreement, dated as of October 8, 1987 (the "Lease"), between the Owner and the Lessee, and the Owner will borrow certain moneys from the Original Noteholders and the Lessee. Such borrowings will be evidenced by Notes issued and secured pursuant to the Trust Indenture and Security Agreement, dated as of October 8, 1987 (the "Indenture"), between the Owner and the Indenture Trustee. Pursuant to the Indenture, the Owner has sold, assigned, transferred, pledged and confirmed unto the Indenture Trustee for the security and benefit of the holders of Notes a first security interest in all right, title and interest of the Owner in and to Rent (as defined in the Lease) and certain other collateral as described in the Granting Clause of the Indenture. The initial holders of the Notes are the Original Noteholders and the Lessee.

The names and addresses of the other parties to such transaction are:

Original Noteholders:

Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, MA 01111
Attention: Securities Investment Division

MML Pension Insurance Company
1295 State Street
Springfield, MA 01111
Attention: Securities Investment Division

Lessee:

Massachusetts Bay Transportation Authority
Ten Park Plaza
Boston, MA 02116
Attention: Treasurer-Controller

Original Owner Participant:


General Motors Acceptance Corporation
3044 West Grand Boulevard
Detroit, MI 48202
Attention: Vice President - Plans Department

December 22, 1987
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Please acknowledge receipt of this letter of transmittal and its enclosures by appropriately stamping the enclosed copy of this letter and by returning it to Mr. Wieschhoff courtesy of our messenger.

Very truly yours,

The Connecticut National Bank,
as owner trustee under the
Owner Trust Agreement

By 
Andrea F. Turlo
Vice President

Enclosures: Indenture Amendment Agreement (with Attachments) -
Original and Notarized Copy
Transmittal Letter (Copy)
Check (\$10.00)

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Mr. Wieschhoff
The Connecticut National Bank
777 Main Street
Hartford, CT 06115

Dear

Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/22/87 at 9:00AM, and assigned re-recording number(s).

15324-A & B & 15325-C & D

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

Indenture Amendment Agreement

REGISTRATION NO. 15324-C Filed 1425

DEC 22 1987 - 9 22 AM

INTERSTATE COMMERCE COMMISSION

This Indenture Amendment Agreement is dated as of December 22, 1987, and is between The Connecticut National Bank, a national banking association, acting hereunder not in its individual capacity but solely as owner trustee under the Owner Trust Agreement (the "Owner"), and The Connecticut Bank and Trust Company, National Association, a national banking association (the "Indenture Trustee").

W I T N E S S E T H:

Whereas, the Owner and the Indenture Trustee have heretofore entered into the Trust Indenture and Security Agreement, dated as of October 8, 1987 (the "Indenture" and defined terms therein being hereinafter used with the same meanings);

Whereas, the Owner and the Indenture Trustee desire to restate Schedule A to the Lender Notes in terms of specific dollar amounts and to clarify the manner in which the debt service payments on such Schedule A would be adjusted in the event of an unscheduled prepayment of principal;

Whereas, the Indenture provides for the execution and delivery from time to time of Trust Indenture Supplements for the purposes of mortgaging and granting a security interest in specific items of Equipment to the Indenture Trustee;

Whereas, on October 8, 1987, the Owner and the Indenture Trustee executed and delivered Trust Indenture Supplement No. 1, dated as of such date ("Indenture Supplement No. 1"), to which was attached and made a part thereof Lease Supplement No. 1, dated such date ("Lease Supplement No. 1"), between the Owner and the Lessee;

Whereas, on November 2, 1987, the Owner and the Indenture Trustee executed and delivered Trust Indenture Supplement No. 2, dated as of such date ("Indenture Supplement No. 2"), to

which was attached and made a part thereof Lease Supplement No. 2, dated such date ("Lease Supplement No. 2"), between the Owner and the Lessee;

Whereas, in order to amend Lease Supplement No. 1 and Lease Supplement No. 2 (the "Lease Supplements") to reflect a correction of the Lessor's Purchase Price set forth therein of certain diesel-electric locomotives, the Owner and the Lessee executed and delivered the Lease Supplement Amendment Agreement, dated as of December 22, 1987 (the "Lease Supplement Amendment"), a copy of which is attached hereto as Exhibit I; and

Whereas, the Owner and the Indenture Trustee desire to incorporate the amendments of the Lease Supplements effected by the Lease Supplement Amendment into the respective Lease Supplements attached to and made a part of, respectively, Indenture Supplement No. 1 and Indenture Supplement No. 2 (the "Indenture Supplements");

Now, Therefore, in consideration of the premises, of the agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Owner and the Indenture Trustee hereby agree as follows:

1. Schedule A to the form of Lender Note set forth in Section 2.01(b) of the Indenture is hereby amended by deleting such Schedule A in its entirety and substituting in lieu thereof the Schedule A attached hereto as Exhibit II.

2. The amendments to the Lease Supplements effected by the Lease Supplement Amendment are hereby incorporated into the respective Lease Supplements attached to and made a part of the respective Indenture Supplements.

3. Except as expressly amended hereby, the Indenture and the Indenture Supplements are in all respects ratified and confirmed, and this Indenture Amendment Agreement is hereby expressly made supplemental to and a part of each thereof as appropriate.

4. This Indenture Amendment Agreement has been delivered in the Commonwealth and shall be governed by, and construed in accordance with, the laws of the Commonwealth, including, without limitation, all matters of construction, validity and performance.

[SEAL]

By

By

[Seal]

Swan C. Chadbourne

My commission expires:_____

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State of Connecticut)

22.

County of Hartford)

On this 15th day of December, 1987, before me personally appeared, LESE AMARO, to me personally known, who being by me duly sworn, says that he/she is the ASSISTANT VICE PRESIDENT of The Connecticut Bank and Trust Company, National Association, that the seal affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

[Seal]

Sawn L. Henry
My commission expires:

DAWN PICCOLI HEINTZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 10/01/2007

Exhibit I

Lease Supplement Amendment Agreement

This Lease Supplement Amendment Agreement is dated as of December 22, 1987, and is between The Connecticut National Bank, a national banking association, acting hereunder not in its individual capacity but solely as owner trustee under the Owner Trust Agreement (the "Lessor"), and Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of The Commonwealth of Massachusetts (the "Lessee").

W I T N E S S E T H:

Whereas, the Lessor and the Lessee have heretofore entered into the Lease Agreement, dated as of October 8, 1987 (the "Lease" and defined terms therein being hereinafter used with the same meanings);

Whereas, the Lease provides for the execution and delivery from time to time of Lease Supplements for the purposes of leasing specific items of Equipment under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof;

Whereas, on October 8, 1987, the Lessor and the Lessee executed and delivered Lease Supplement No. 1, dated such date ("Lease Supplement No. 1"), pursuant to which the Lessor delivered and leased eight diesel-electric locomotives manufactured by the Manufacturer ("Locomotives") to the Lessee on such date;

Whereas, on November 2, 1987, the Lessor and the Lessee executed and delivered Lease Supplement No. 2, dated such date, pursuant to which the Lessor delivered and leased six Locomotives to the Lessee on such date;

Whereas, the Lessor's Purchase Price of the Locomotives set forth in Lease Supplements Nos. 1 and 2 is incorrect; and

Whereas, the Lessor and the Lessee desire to correct such error;

Now, Therefore, in consideration of the premises, of the agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lessor and the Lessee hereby agree as follows:

1. The second sentence of Section 2 of Lease Supplement No. 1 is hereby amended by deleting "\$15,204,144" and substituting "\$14,864,616" in lieu thereof.

2. The column entitled "Cost" in Annex 1 to Lease Supplement No. 1 is hereby amended by deleting each amount "\$1,900,518" and substituting "\$1,858,077" in lieu of each thereof.

3. The second sentence of Section 2 of Lease Supplement No. 2 is hereby amended by deleting "\$11,403,108" and substituting "\$11,148,462" in lieu thereof.

4. The column entitled "Cost" in Annex 1 to Lease Supplement No. 2 is hereby amended by deleting each amount "\$1,900,518" and substituting "\$1,858,077" in lieu of each thereof.

5. Except as expressly amended hereby, Lease Supplements Nos. 1 and 2 are in all respects ratified and confirmed, and this Lease Supplement Amendment Agreement is hereby expressly made supplemental to and a part of each thereof as appropriate.

6. This Lease Supplement Amendment Agreement has been delivered in the Commonwealth and shall be governed by, and construed in accordance with, the laws of the Commonwealth, including, without limitation, all matters of construction, validity and performance.

In Witness Whereof, the Lessor and the Lessee have caused this Lease Supplement Amendment Agreement to be duly executed, as a document under seal, as of the day and year first above written.

LESSOR:

THE CONNECTICUT NATIONAL BANK,
not in its individual
capacity but solely as owner
trustee under the Owner Trust
Agreement

[Seal]

By 

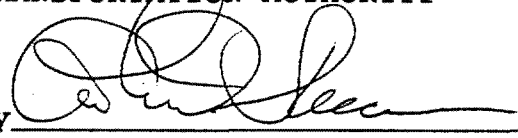
Name: ANDREA TURLO
Title: VICE PRESIDENT

LESSEE:

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

[Seal]

By


Arthur D. Shea
Acting Treasurer-Controller

State of Connecticut)
County of Hartford) ss.

On this 21st day of December, 1987, before me personally appeared, Andrea F. Turlo, to me personally known, who being by me duly sworn, says that he/she is the Vice President of The Connecticut National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

[Seal]



My commission expires: _____

SUSAN C. CHADBOURNE

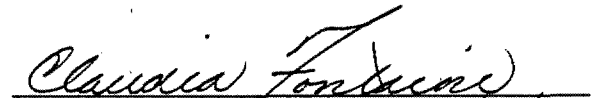
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1990

Commonwealth of Massachusetts)
County of Suffolk) ss.

On this 21st day of December, 1987, before me personally appeared, Arthur D. Shea, to me personally known, who being by me duly sworn, says that he is the Acting Treasurer-Controller of Massachusetts Bay Transportation Authority, that the seal affixed to the foregoing instrument is the corporate seal of said authority, that said instrument was signed and sealed on behalf of said authority by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said authority.

[Seal]


My commission expires: 9/24/93

Schedule A

Schedule of Interest and Principal PaymentsAmount Per \$1,000,000 of Original Principal Amount*

<u>Date</u>	<u>Debt Service</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
1/1/1988	\$ **	\$ **	\$ 0.00	\$1,000,000.00
7/1/1988	50,000.00	50,000.00	0.00	1,000,000.00
1/1/1989	72,056.92	50,000.00	22,056.92	977,943.08
7/1/1989	48,897.15	48,897.15	0.00	977,943.08
1/1/1990	73,159.77	48,897.15	24,262.62	953,680.46
7/1/1990	47,684.02	47,684.02	0.00	953,680.46
1/1/1991	58,410.98	47,684.03	10,726.95	942,953.51
7/1/1991	47,147.68	47,147.68	0.00	942,953.51
1/1/1992	74,909.25	47,147.68	27,761.57	915,191.94
7/1/1992	45,759.60	45,759.60	0.00	915,191.94
1/1/1993	70,214.01	45,759.60	24,454.41	890,737.53
7/1/1993	44,536.88	44,536.88	0.00	890,737.53
1/1/1994	65,344.01	44,536.87	20,807.14	869,930.39
7/1/1994	43,496.52	43,496.52	0.00	869,930.39
1/1/1995	67,045.20	43,496.51	23,548.69	846,381.70
7/1/1995	42,319.08	42,319.08	0.00	846,381.70
1/1/1996	66,140.88	42,319.09	23,821.79	822,559.91
7/1/1996	41,128.00	41,128.00	0.00	822,559.91
1/1/1997	66,439.10	41,128.00	25,311.10	797,248.81
7/1/1997	67,682.20	39,862.44	27,819.76	769,429.05
1/1/1998	38,471.45	38,471.45	0.00	769,429.05
7/1/1998	72,150.74	38,471.46	33,679.28	735,749.77
1/1/1999	36,787.49	36,787.49	0.00	735,749.77
7/1/1999	68,822.69	36,787.48	32,035.21	703,714.56
1/1/2000	35,185.73	35,185.73	0.00	703,714.56
7/1/2000	73,798.23	35,185.72	38,612.51	665,102.05
1/1/2001	33,255.10	33,255.10	0.00	665,102.05
7/1/2001	69,922.05	33,255.10	36,666.95	628,435.10
1/1/2002	31,421.75	31,421.75	0.00	628,435.10
7/1/2002	70,434.39	31,421.75	39,012.64	589,422.46
1/1/2003	29,471.12	29,471.12	0.00	589,422.46
7/1/2003	71,028.53	29,471.12	41,557.41	547,865.05
1/1/2004	27,393.25	27,393.25	0.00	547,865.05
7/1/2004	71,661.93	27,393.25	44,268.68	503,596.37
1/1/2005	25,179.82	25,179.82	0.00	503,596.37
7/1/2005	72,336.66	25,179.82	47,156.84	456,439.53
1/1/2006	22,821.98	22,821.98	0.00	456,439.53
7/1/2006	73,055.41	22,821.98	50,233.43	406,206.10
1/1/2007	20,310.30	20,310.30	0.00	406,206.10
7/1/2007	104,363.66	20,310.31	84,053.35	322,152.75

Amount Per \$1,000,000 of Original Principal Amount*

<u>Date</u>	<u>Debt Service</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
1/1/2008	16,107.64	16,107.64	0.00	322,152.75
7/1/2008	110,677.80	16,107.64	94,570.16	227,582.59
1/1/2009	11,379.13	11,379.13	0.00	227,582.59
7/1/2009	115,904.04	11,379.13	104,524.91	123,057.68
1/1/2010	6,152.88	6,152.88	0.00	123,057.68
7/1/2010	121,680.42	6,152.89	115,527.53	7,530.15
1/1/2011	376.51	376.51	0.00	7,530.15
7/1/2011	7,906.65	376.50	7,530.15	0.00

* In the event of an unscheduled prepayment, the original principal amount ([insert original principal amount]) shall be reduced by the amount of such prepayment.

** Interest amount to be inserted on applicable Delivery Date. The amount of interest is based on the original principal amount of such Lender Note and is calculated at the rate of 10.00% per annum for the actual number of days such Lender Note is outstanding but excluding the date of payment (January 1, 1988).